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*Attorney for Defendant*

**UNITED STATES DISTRICT COURT**

**FOR THE**

**NORTHERN MARIANA ISLANDS**

**ABELLANOSA, JOANNA et. al.,**

**Plaintiffs,**

**vs.**

**L&T INTERNATIONAL CORPORATION.**

**Defendant.**

**Civil Action No. 05-0010**

**DECLARATION OF  
JOAQUIN TORRES**

I, Joaquin S. Torres, do declare that:

1. I am the Human Resources Director for L&T Group of Companies, Ltd., hereinafter L&T, is the successor corporation to L&T International Corporation.

2. I make this declaration based on my personal knowledge and I am competent to testify as to the matters set forth.

3. In my capacity as Human Resources Director, I am responsible for overseeing human resources function and for creating and implementing policy directive.

4. I executed the employment contracts between the Plaintiffs and L&T International Corporation on behalf of L&T.

1           5.       Attached to this declaration as *Exhibit "A"* is a true and correct copy of one such  
2 contract. All of the Plaintiffs executed the same form contract between themselves and L&T ("The  
3 Employment Contract").

4           6.       At all relevant times it was my intention and the intention of L&T to honor and satisfy  
5 all obligations set forth in the Employment Contracts between L&T and the Plaintiffs subject to all  
6 conditions of those contracts.

7           7.       All promises made by L&T to the Plaintiffs were contained within the Employment  
8 Contracts.

9           8.       L&T made no promises to the Plaintiffs other than those contained in the Employment  
10 Contracts.

11           9.       All nonresident applicants on-island who are under contract with another employer  
12 were required pursuant to the CNMI Department of Labor application checklist requirements to submit  
13 to the CNMI Department of Labor valid health certificates..

14           10.      All nonresident applications were asked by L&T employees to submit their valid health  
15 clearance certificates prior to the submission of their employment application for transfer with the  
16 CNMI Department of Labor.

17           11.      It is a requirement of the CNMI Department of Labor for all applicants to work permit  
18 to submit a valid health clearance in every applications for consensual or expiration transfer.

19           12.      All but five Plaintiffs submitted their valid health clearance certificates prior to  
20 submission of their employment applications for transfer with the CNMI Department of Labor.

21           13.      On or about May 5, 2004, I was informed by Mr. Willie Tan that we needed to  
22 downsize the factory in Saipan to the level of orders.

1           14.    Even before this communication, I had drafted and implemented a reduction in force  
2 plan for engineering and maintenance department.

3           15.    Attached to this declaration as *Exhibit "B"* is a true and correct copy of the Reduction  
4 in Force Plan.

5           16.    Based on Mr. Willie Tan's directive, a decision was made by the Vice-President for  
6 Production about which departments would be subject to reduction in force and as to the number of  
7 individuals who would be terminated.

8           17.    I was responsible for implementing the reduction in force plan based on the decision  
9 made by top management and the input from the industrial engineers relating to performance of the  
10 affected employees.

11           18.    Pursuant to our reduction in force policy, a matrix was created listing all employees  
12 subject to reduction in force ordered according to their performance rating.

13           19.    In order to effectuate the reduction of workforce, we identified the employees with the  
14 lowest performance rating.

15           20.    Attached to this declaration as *Exhibit "C"* is a true and correct copy of Matrix used to  
16 determine the employees subject to termination in May of 2004.

17           21.    The reason for terminating the Plaintiffs in May 2004 was that we were reducing the  
18 work force because of economic necessity, to wit: declining orders.

19           22.    The selection of the Plaintiffs for reduction in force was made in manner consistent  
20 with our reduction in force policy and the Employment Contracts.

21           23.    Once we selected those employees, including the Plaintiffs, for termination in May of  
22 2004, notice was provided to each terminated employee.

1           24. Attached to this declaration as *Exhibit "D"* is a true and correct copy of Notice of  
2 Termination.

3           25. It did not make me feel good to terminate the Plaintiffs. I wish that the business  
4 requirements of the factory would have permitted the continued employment of the Plaintiffs. But the  
5 economic reality was that orders were declining which made it necessary to terminate the Plaintiffs  
6 along with other employees.

7           26. Neither I nor any other persons working at L&T terminated the Plaintiffs in order to  
8 cause them suffer emotional distress. The Plaintiffs were terminated as part of a reduction in force due  
9 to economic necessity.

10           27. Since the Plaintiffs were terminated, no one has been hired to take their place; not a  
11 single application for hand packager has been submitted to Department of Labor by L&T Group of  
12 Companies or its affiliates.

13           28. In 2004, there were 296 employees working as Hand Packager. Today, there are only  
14 61 Hand Packagers.

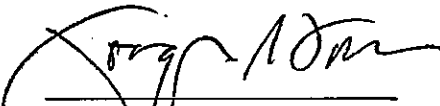
15           29. In 2004, the factory was producing an average of 162,729 dozen garments a months.  
16 Now, the factory produces only an average of 64,510 dozen garments a months.

17           30. L&T hired the Plaintiffs and others pursuant to Non-Resident Workers Act and the  
18 terms of The Employment Contracts. Likewise, L&T terminated the Plaintiff's and other pursuant to  
19 the Non-Resident Worker Act and terms of The Employment Contracts. Declining orders necessitated  
20 a reduction in force and consequent termination of employees including ht Plaintiffs. The Plaintiff's  
21 were impacted, as were many others, by the economic conditions that led to their termination. I was  
22 given the unpleasant task of implementing the reduction in force policy and overseeing the termination  
23 of the Plaintiff's and many others. L&T did not hire the Plaintiffs with the intention of defrauding  
24  
25

1 them. L&T did not terminate the Plaintiffs with the intention to cause them emotional distress. L&T  
2 terminated the Plaintiffs and many others because it was reducing its workforce due to the economic  
3 necessity primarily created by declining orders.  
4

5 I declare under penalty of perjury that the foregoing is true to the best of my knowledge and  
6 belief.  
7

8 Dated this 4<sup>th</sup> day of August, 2006.  
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12 **JOAQUIN S. TORRES**  
13 Attorney for Defendant  
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## EMPLOYMENT CONTRACT

This Employment contract is entered into by and between L&T INTERNATIONAL CORPORATION, of P.O. Box 501280, Saipan, MP 96950, hereinafter referred to as the Employer, and JOANNA B. ABELLANOSA of Mahayagay, Iligan City, Philippines, hereinafter referred to as the Employee.

The Employer hereby employs the Employee and the Employee hereby accepts to be employed by the Employer to serve and perform the duties stipulated herein or as may be assigned from time to time.

The employee understands and recognizes that the employer must operate efficiently in a highly competitive market or industry and the employee assumes the responsibility for cooperating fully to the attainment of the employer's goals. To this end, the employee agrees to devote his/her entire time and attention to the performance of his/her duties and use his/her utmost endeavors to promote the interests of employer and to conform to the rules and regulations of the company now in force or as these rules and regulations are amended. The employee further agrees that he/she will support the employer in its effort to improve productivity and quality of workmanship; living and working conditions; and strengthen goodwill between them.

### DUTIES AND RESPONSIBILITIES

The parties hereto agree that the Employee shall be employed as PACKAGER/HAND and shall perform the following duties and responsibilities:

Packages materials manually, performing any combination of the following duties. Cleans packaging containers. Lines & pads crates & assembles cartons. Obtains & sort product. wraps protective material around product. Labels product. Sorts bundles or filled containers. Packs specials arrangements or selections of product. Inspects materials products at each step of packaging process. Records information, such as weight time & date packaged. May stack, separate, count, pack, wrap & weigh product. Perform other related duties as required or assigned.

### TERM

The initial term of this Contract shall be for a period of one (1) year commencing on the employee's departure from the Philippines and ending twelve months thereafter unless the Director of Labor stipulates a different date: 3/16/05

### WORK DAYS AND HOURS

The work schedule will be as follows: Monday to Friday, from 9 AM to 6 PM for a total of 40 hours per week. This work schedule is subject to change depending on the Employer's business requirements. Overtime is not compulsory. In the event, however, that an Employee is scheduled to work and agrees to work overtime and does not notify the Employer in advance that he/she will not report and then is absent, unless for reasons beyond his/her control, it shall be considered absenteeism, the same as a failure to report on a regular work day. The workweek shall commence at 8:30 A.M. Monday morning and end the following Monday morning at 8:30 A.M.

### COMPENSATION

The employee shall be compensated for services rendered or work performed at the regular rate of \$3.05 per hour for the first 40 hours of work per week; and one and one half times (x 1.5) the regular rate for all time worked over forty (40) hours in any one work week. The employee shall be paid on a bi-weekly interval unless applicable law provides otherwise.

### DEDUCTIONS

CNMI taxes, statutory or regulatory fees imposed on employees by applicable laws, and Social Security, if applicable, shall be withheld from the employee's salary at each pay period. Deductions such as remittances to family and obligations for the payment of loans and other obligations, unless specified herein, may be made only upon the request of the employee. Such authorization must be voluntarily given in writing and in the language spoken and understood by the employee together with an English translation, signed and delivered to the payroll department. The employer shall keep and maintain true, accurate and complete records of all such authorizations and deductions and shall make the same available for inspection and examinations upon demand by the Department of Labor and Immigration. The employee shall be provided with a copy of all deductions made from each payroll.

### FOOD, LODGING AND OTHERS :

1. The employer shall ensure that the following facilities are provided:  
 ( ) employer provided housing at a charge of \$100.00 per month or \$46.15 pay period.  
 ( ) three meals per day, six days per week at a charge of \$100.00 per month or \$46.15 pay period.  
 (X) employee to provide own food/housing (will stay with relative/family)
2. The employee agrees that the employer has the right to increase or decrease the employee's food and lodging deduction, if applicable, based on actual or reasonable cost of providing such facilities at the time these costs are incurred subject to approval by the Department of Labor and Immigration or its successor agency or department.
3. The employee shall have primary responsibility for providing his/her own transportation to and from work unless applicable laws provide otherwise. Employee agrees to pay the cost of transportation if he/she desires to avail himself/herself of company's transportation service unless applicable laws provide otherwise.
4. Medical insurance or payment of all medical expenses of the employee during the employee's legal stay in the Commonwealth under the term of this contract or modification thereof, including the cost of referral and evacuation by the Commonwealth Health Center (CHC) for medical treatment outside of the Commonwealth, and the cost of embalming and transportation of the employee's corpse back to his/her point of origin in the event of death, will be paid by the Employer unless applicable law provides otherwise or except as modified by case law. Any changes in CNMI laws that allow employer to have employees bear medical cost, the employees shall pay whatever costs are incurred in excess of what the company subsidizes.

Exh. "A"

5. Employee shall respect and obey all laws, rules and regulations of the Commonwealth of the Northern Mariana Islands and comply with such reasonable rules and regulations as the employer may establish from time to time.
6. Employee agrees to work and live in harmony with her/his co-workers, and at all times to conduct herself/himself in an orderly manner, with due regard to the comfort and convenience of her/his co-workers.

#### PRINCIPAL PLACE OF WORK

The Employee's principal place of employment shall be in Saipan, CNMI. However, the employee may be required to perform his/her duties outside the CNMI or at the other senatorial districts within the CNMI depending on the nature of the Employer's business and upon the Employer's compliance with applicable labor rules and/or regulations.

#### REPATRIATION

The employer shall be responsible for the booking and purchase of the employee's return airplane ticket to his/her point of hire at the expiration or termination of the employment contract. The employee expressly agrees to depart the Commonwealth no later than three days after the expiration of the permit unless the permit is renewed, or the employee is permitted to stay in the Commonwealth by operation of law. The employer shall not be responsible for repatriation expenses in the event the employee is transferred to another employer by the Department of Labor and Immigration or where repatriation is not required or mandated by law due to a change in labor or immigration status of the employee.

#### NOTIFICATION AND REPATRIATION

In the event of a serious illness, accident or death of the Employee, the Employee grants the Employer sole discretion to take any and all appropriate action under applicable laws and rules and this agreement relative to notification of next of kin and repatriation to the country of hire.

#### OTHER PROVISIONS

The following additional provisions apply to this Contract: (Set forth or attach any work rules, living accommodation rules and standards for Employee conduct, etc.). Company rules and regulations previously filed with DLI.

#### SAFETY AND HEALTH

The employer agrees to post at the work site, employer-provided housing or supply employee and the employee agrees to strictly adhere to policies, rules and regulations concerning safety, health, fire protection and sanitation. The employer may call general employee and educational meetings which it may deem proper and the time spent at such meetings shall not be considered as working time if held before or after the regular hours of work.

#### GRIEVANCES

1. All grievances or disputes between the parties herein arising out of or in connection with this employment contract as to hours, wages or other conditions of employment including health, safety, work and living conditions shall be dealt with in accordance with the following procedures:
  - [a] Any employee who has a grievance or dispute shall promptly take the matter with the immediate supervisor; in the case of living accommodations, with the Asst. Housing Manager. The immediate supervisor or Asst. Housing Manager shall have 24 hours to adjust or settle the grievance or dispute. If either or both is unable to adjust or settle the matter within 24 hours, then the grievance or dispute shall be reduced to writing by the immediate supervisor or Asst. Housing Manager. The Section or Unit Supervisor or Housing Manager shall have two working days to adjust or settle the grievance or dispute or give his/her answer in writing stating the reasons why he/she was unable to adjust or settle the grievance or dispute.
  - [b] If the grievance or dispute is not adjusted or settled in paragraph [a], the grievance or dispute shall be referred to the Department Manager who shall have three working days to adjust the grievance or dispute or state in writing his/her reasons why the grievance or dispute cannot be adjusted or why a satisfactory settlement cannot be reached.
  - [c] If not adjusted or settled, in paragraph [b], the grievance or dispute shall be referred to the General Manager. Management shall have three working days to answer the grievance or dispute in writing or state the reasons why the grievance or dispute cannot be adjusted or why a satisfactory settlement cannot be reached.
  - [d] If not adjusted in paragraph [c], the employee shall have the option at his/her election to either file his/her grievance with the Department of Labor and Immigration or request for arbitration with outside representatives present for either party, plus a representative of the Department of Labor and Immigration, Division of Labor.
  - [e] If not adjusted in paragraph [d], within 30 days, the employee shall have the right to do any and all things necessary to vindicate his/her rights under applicable law or under this employment contract.
2. It is the intent of the parties hereto that the procedures set forth herein shall serve as a means for the prompt, fair and amicable adjustment or settlement of grievances, dispute or differences that may arise between them. Accordingly, if any grievance or dispute should arise between the employer and employee, there shall be no interruption of operations by the employer or employee. The employee further agrees that he/she shall not cease or take part in any strike, picketing, sit-down, stay-in, slow-down, or other curtailment or restriction of production and/or interference with work in or about the employer's factories or premises, until the procedure provided herein for settlement of grievances or disputes has been fully complied with. The employer reserves the right to suspend with or without pay or terminate the employee for violation of this section.
3. Any grievance or dispute will automatically be granted if the employer fails to give a disposition within the specified time limit in that step of the grievance procedure. Any grievance not advanced to the next step by the employee within the time limit specified in that step shall be deemed abandoned.



4. Failure to file any grievance or dispute promptly on occurrence of the grievance or dispute shall be considered to be not consistent with the terms of this employment contract.
5. Employee shall respect and obey all laws, rules and regulations of the Commonwealth of the Northern Mariana Islands and comply with such reasonable rules and regulations as the employer may establish from time to time.
6. Employee agrees to work and live in harmony with her/his co-workers, and at all times to conduct herself/himself in an orderly manner, with due regard to the comfort and convenience of her/his co-workers.

#### MANAGEMENT RIGHT

The employer reserves exclusively to itself and retains all management rights not expressly prohibited by law. Management shall have the right to determine and control the methods and manner of its operation; establish production, work or efficiency standards; benchmark to measure overall or single job order performance; admonish, suspend and discharge employee for failing to meet standards; promulgate reasonable rules not inconsistent with law and to enforce such rules through disciplinary action; change pay periods consistent with law; transfer, move, eliminate jobs or classification or combined jobs, change the work schedule depending on business requirements, change duties and assignments unless prohibited by law.

The right to hire, discipline, suspend, or terminate for cause, the right to relieve employees from duty because of lack of work or other legitimate reasons, renew employment, and to maintain order and efficiency shall vest exclusively with the employer. The right to discipline, suspend, or discharge for cause shall likewise vest with the employer, provided that claims of wrongful or unjust discipline, suspension, or discharge shall be subject to the grievance procedure herein provided.

The employee understands and agrees that he/she has no right in law or equity to renew his/her employment contract prior to, or after the expiration of this employment contract. Renewal of employment shall be as provided herein and subject to the approval of the Department of Labor and Immigration.

The employee covenants and agrees that so long as he/she is in the employ of the Company (herein employer) and for a period of one year after the expiration of his/her work permit or termination of employment, he/she will not directly or indirectly, disclose, communicate, divulge or furnish to or use for the benefit of himself/herself (except while he/she is in the employ solely and in the pursuit of the activities of the company) or any other person, firm, corporation, partnership or association, the names of the customers of the Company, or any trade secrets, designs, strategies, ideas or products or articles sold or distributed by the Company, other proprietary information or materials of the Company which may be communicated to him/her or which he/she may learn or have access to by virtue of his/her activities under this employment contract. The employee further agrees that he/she will not, without the consent of the Company in writing first obtained, for a period of one year after his/her employment ceases either by resignation, termination, expiration of permit, or other causes, enter the employ of or render services to any person, firm, partnership or corporation dealing in products or services which compete with any products of or services of the company or engage in any competing business on his/her own account or become interested therein as director, principal, representative, employee or in any relationship or capacity.

#### TERMINATION

This contract may be terminated as follows:

1. With cause by either party by giving the other party ten (10) days advance written notice.
  - a. In the event of termination for cause, the employee may, at his/her election, contest such termination in accordance with the grievance procedures set forth herein, or accept termination and receive payment of services rendered up to the effective date of termination plus a one-way airline ticket for his/her return to his/her point of hire.
  - b. Termination for cause shall include any of the following:
    - use or possession of firearms, dangerous weapons, explosives, or drugs at place of employment or at employer provided housing facility
    - bringing in of unauthorized person(s) into the employee's assigned quarters or employer provided facilities
    - misrepresentation of the qualifications, skills, physical or mental fitness or inability to satisfactorily perform the duties for which the employee was hired - mental instability - neurosis - psychosis
    - failure to perform in accordance with established standards of performance
    - off-duty conduct that is detrimental to the employee's performance on the job, to the employer's business success, reputation, or similar concerns
    - careless performance, non-performance, or non-completion of assigned work
    - false statements given in obtaining or renewing a leave of absence
    - conviction in the CNMI of any felony or two or more misdemeanors
    - discrimination on the basis of sex, age, race, color, nationality, religion or handicap
    - use or possession of alcohol on the job, or intoxication on the job
    - reduction in force due to adverse economic conditions or economic necessity
    - shutdown of business operations on economic or institutional grounds
    - employee conduct reflecting unfavorably upon the employer
    - unauthorized taking or use of another person's or company's property
    - cessation of business or down-size of business operation
    - engaging in any unauthorized employment or business activity
    - purposely using company name for personal gains - violation of CNMI or U.S. federal law
    - the breach of any provision of this contract
    - driving without a valid driver's license - five unauthorized absences or tardiness
    - false employment application - abandoning of job or assigned duty
    - violation of company policies - destruction of property - fighting with co-worker(s)
    - assault - theft - insubordination - incompetence - neglect of duty - disloyalty

#### REMITTANCE/OTHER OBLIGATIONS

The Employee shall be responsible for remitting any money to his/her family and payment of any taxes as required by his/her government in his/her country of origin.

#### ENTIRE AGREEMENT



The foregoing terms and conditions constitute the sole, entire agreement of the parties herein and shall supersede any other agreement, either written, verbal, or otherwise.

**SEVERABILITY AND APPLICATION**

In the event that any part hereof or any provision herein contained be rendered or declared invalid by a decree of a court of competent jurisdiction, such invalidation of such part or portion of the employment contract shall be deemed separable from all other provisions of this employment contract other than those held invalid shall be in full force and effect. The parties to this contract shall correct the invalidated portion as soon as practicable by joint negotiations. The parties agree to negotiate in good faith to reform this employment contract in the event some of the provisions are declared invalid.

IN WITNESS WHEREOF, the parties hereto affix their names on the date and space so specified.

**DECLARATION**

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on 3-04-04 at Saipan, Commonwealth of the Northern Mariana Islands.

DATE: 3-04-04

BY: JOAQUIN S. TORRES Human Resources Director  
(Print Name, Title and Sign)  
LAT INTERNATIONAL CORPORATION

**DECLARATION**

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on 3-04-04 at Saipan, Commonwealth of the Northern Mariana Islands.

DATE: 3-04-04

JOANNA B. ABELLANOSA  
EMPLOYEE (Print Name and Sign).

DATE: 8/27/04

APPROVED BY: [Signature]  
DIRECTOR OF LABOR

# LUEN THAI APPAREL AFFILIATES - SAIPAN

Engineering and Maintenance Department

April 14, 2003

## Required Manpower Complementations & RIF Schedules

Section	Position	NAME		Existing #	Required Manpower	No To Be Reduced	Reason of Reduction	As of 4/1/03 Length of Tenure	EVAL RATING	Subject to RIF	Remarks
		Last	First								
Ref & Aircon	Supervisor	1	Laider	1	1			10 yrs 7 mos			
	Technician / Mechanic	1	De Guzman	7	6	1	Because of merging and reduction of housing facilities to be maintained.	6 yrs 7 mos	70		
		4	Pedro					2 months	70		
		6	Tillano					4 yrs 6 mos	70		
		5	Sereno					2 yrs 6 mos	68		
		2	Gael					4 yrs 6 mos	66		
		7	Duenas					1 yr 2 mos	48		
		3	Mabini					4 yrs 2 mo	38	Mabini, Norberto	For RIF
	Supervisor	1	Reyes	1	1			12 yrs 3 mos			
	Staff Houses Maintenance and	1	Benjamin	1	1			13 yrs			
	Project Supervisor/Coordinator	1	Recto	1	1			8 yrs 3 mos	72		
	Carpenter	1	Barcedillo	6	6			11 yrs 10 mos	68		
Building Repair & Maintenance		2	Corcuera					8 yrs 8 mos	66		
		3	Paracale					7 yrs 3 mos	68		
		4	Javier STA					12 yrs 3 mos	72		
		5	Del Rosario					12 yrs	74		
		6	Quirino					3 yrs 8 mos	70		
		1	Javier					2 yrs 4 mos	70		
		2	Shen	4	3	1	Because of merging and reduction of housing facilities to be maintained.	4 yrs 8 mos	68		
		3	Nuncio					11 yrs 3 mos	74		
		4	Mique					6 yrs 5 mos	66	Mique, Rufino	For RIF
		1	Pedrianan	2	2			13 yrs 2 mos	72		
		2	Santos					2 yrs 6 mos	68		
		1	Randin	2	1	1	Because of merging and reduction of housing facilities to be maintained.	11 yrs 6 mos	74	Orena, Alvin	For RIF
Painter		2	Orens					4 yrs	68		
		1	Pilopo					11 yrs 6 mos	70		
		2	Tebaca					7 mos	68		
		3	Vega					2 yrs 10 mos	60	Vega, Nasser	For RIF
Reester		4	Dayit	4	2	2	Because of merging and reduction of housing facilities to be maintained.	1 yr 6 mos	58	Dayit, Jose Jr.	For RIF

Note: There are excess of Personnel in some sections/areas of the department because of the merging of factory & housing maintenance crew, also the result Production partnership and merged / ceased of some Production Lines.

Exh. "B"

Section	Position	NAME		Existing # Personnel	Required Manpower	No To Be Reduced	Reason of Reduction	Length of Tenure	EVAL RATING	Subject to RIF	Remarks and/or Decision
		Last	First								
Electrical	Supervisor	1	Rodriguez	1	1			12 yrs 7 mos			
	Electrician	1	Chen	6	6			4 yrs 10 mos	78		
		2	Evangelista					14 yrs 4 mos	80		
		3	Manalacop					9 mos	68		
		4	Padua					8 yrs	62		
		5	Marcelo					9 yrs 5 mos	62		
Power Generation		6	Jacob					6 yrs 8 mos	60		
	Mechanics	1	Maria	1	1			2 yrs 8 mos	86		
	Operator	1	Magana	2	3	1		4 yrs 8 mos	80		
		2	Ward					5 yrs	58		
	Supervisor / Aircon Tech	1	De Castro	1	1			4 yrs	68		
	Electrician & Gen set Operator	2	Vicencio	1	1			7 mos	70		
Gen Maintenance	Refrigeration/Compressor/Mechanics	3	Xu	1	1			3 yrs 2 mos	64		
	Aircon Tech / Utility Driver	4	Sunwar	1	1			5 yrs 6 mos	64		
	Supervisor	1	Oria	1	1			12 yrs 7 mos			
	Boiler Operator	1	Casido	3	3			6 yrs 7 mos	64		
		2	Espinoza					5 yrs 7 mos	58		
		3	Santiago					5 yrs 4 mos	64		
Mechanical	Water Treatment Operator			0	1	1					
	Washer Mechanic	1	Paola	2	1	1		1 yr 8 mos	58		
		2	Llages					1 yr 8 mos	44		For RIF
	Dryer Mechanic	1	Espinoza	1	1			6 yrs 2 mos	64		
	Washer / Fabricator / Mechanic	1	Romero	3	3			6 yrs 4 mos	60		
		2	Mausig					6 yrs 7 mos	68		
Pipe Fitter / Plumber		3	Yao					4 yrs 10 mos	62		
		1	Aguilo	2	0	2		1 yr 11 mos	54		For RIF
		2	Cruz					1 yr 3 mos	40		For RIF
			Benjamin Jr.								

Section	Position	N A M E		Existing # Personnel	Required Manpower	No To Be Reduced	Reason of Reduction	Length of Tenure	EVAL RATING	Subject to RIF	Remarks and/or Decision
		Last	First								
Section General Services	Position	N A M E		Existing # Personnel	Required Manpower	No To Be Reduced	Reason of Reduction	Length of Tenure	EVAL RATING	Subject to RIF	Remarks and/or Decision
	Supervisor - Facility Janitorial Services	Last	First	No. Personnel	Required Manpower	No To Be Reduced	Reason of Reduction	Length of Tenure	EVAL RATING	Subject to RIF	Remarks and/or Decision
		1	Bella	1	1						
	Janitors - Main Facilities			23	20	3	Result of housekeeping partnership with the producton workers and merging and closed of some operation lines that requires reduction of janitorial staff.				
		1	Abellera					3 yrs 7 mos	72		
		2	Baro					5 yrs 3 mos	76		
		3	Bhuvan					8 mos	Goie	Bhuvan, Khaniul	For RIF (TWA) Contract expired 5/1/03.
		4	Burrallor					14 yrs 7 mos	72		
		5	Dela Cruz					14 yrs 3 mos	74		
		6	Dorja					14 yrs 4 mos	68		
		7	Hachilo					5 mos	62		
		8	Ishaque					7 yrs 4 mos	60	Ishaque, Mohammad	Resigned / not renewing contract which expires 6/3/03.
		9	Islam					5 yrs	72		
		10	Islam					5 yrs	72		
		11	Islam					7 yrs 9 mos	88		
		12	Islam					2 yrs 1 mo	50	Islam, Shaigul	For RIF (TWA)
		13	Paili						72		
		14	Kashem					2 yrs 2 mo	76		
		15	Khan					7 yrs 5 mos	62		
		16	Khan					8 yrs 5 mos	68		
		17	Lacemans					11 yrs 8 mos	72		
		18	Leo					13 yrs 9 mos	68		
		19	Leo					8 mos	Goie	Medick, Niroujan	Transferred
		20	Medick					2 yrs 6 mos	74		
		21	Martina					3 yrs 5 mos	68		
		22	Mohamed					1 yr	74		
		23	Mohamed					8 yrs 4 mos	74		
		24	Nicolas					12 yrs 7 mos	72		
		25	Nikola					12 yrs 2 mos	74		
		26	Pangillan					7 yrs 9 mos	72		
		27	Edgardo					11 yrs 3 mos	86		
		28	Edgardo					3 yrs	72		
		29	Eligio								
		30	Shamsuzzaman								
		31	Shamsuzzaman								
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Section	Position	NAME		Existing # Personnel	Required Manpower	No To Be Reduced	Reason of Reduction	Length of Tenure	EVAL RATING	Subject to RIF	Remarks and/or Decision
		Last	First								
Section General Services (Housing)	Supervisor - Staff Houses, Janitorial Services										
		Last	First	Existing # Personnel	Required Manpower	No To Be Reduced	Reason of Reduction	Length of Tenure	EVAL RATING	Subject to RIF	Remarks and/or Decision
		1	U	1	1			8 yrs 7 mos			
	Janitors - Staff Houses			16	15	1	Because of meeting and reduction of housing facilities to be maintained due to reduction of Production/Outputs.	2 yrs 3 mos 8 yrs 4 yrs 7 mos 2 yrs 6 yrs 4 yrs 10 mos 4 yrs 10 mos 3 yrs 11 mos 5 mos 7 yrs 4 mos 4 yrs 10 mos 4 yrs 1 mo 4 yrs 4 mos 8 yrs 4 mos	66 56 58 68 64 70 68 52 56 52 52 66 58	Hossain, Moazzem	To be transferred
		1	Aziz								
		2	Hossain								
		3	Ibrahim								
		4	Ibrahim								
		5	Islam								
		6	Kadir								
		7	Mila								
		8	Milsh								
		9	Mohr								
		10	Mohammed								
		11	Pelina								
		12	Rehman								
		13	Luddin								
		14	Uddin								
		15	De Vera								
		16	Arnold								
		18	Alfonso								
	Plumber / Drinking Moto Operator			2	2						
		1	Kashan					5 yrs 3 mos	76		
		2	Yesh					12 yrs 3 mos	76		
	Dump Truck / Refuse Truck Driver			3	3						
		1	Dela Cruz					7 yrs 9 mos	72		
		2	Laborca					1 yr 5 mos	74		
		3	Moliah					0 yrs 10 mos	72		
	Water Truck Driver			3	3						
		1	Mendoza					8 yrs 4 mos	70		
		2	Lizo					2 yrs 2 mos	72		
		3	Mangubat					6 mos	60		
	Housewage Driver			1	1			2 yrs 5 mos	72		
		1	Martin								

**2004 RIF MATRIX**

LAST NAME	FIRST NAME	EFFICIENCY
ABELLANOSA	JOANNA	25.08
AGGARI	VIOLETA	54.10
ALVARADO	MARISA	44.13
ANCHETA	NESHELL	59.13
ANGELADA	VIRGINIA	72.69
ANTATICO	NORA	48.42
APIT	LOLY	25.69
APOSTOL	LEONIDA	43.76
APOSTOL	NENITA	30.77
AQUINO	MA. RUSSEL	52.61
ARANDA	MARLOU	35.63
ARCEGA	PRECILLA	53.78
ASIA	ANGELITA	52.98
ASUNCION	MARIVIC	49.07
BAAY	CRISTINA	37.61
BALBIDO	MARISSA	33.65
BALCITA	AMALIA	25.69
BALICHA	ESTELITA	54.70
BALMOJA	EMEJEAN	48.42
BANAAG	EVELYN	48.43
BANGUILAN	TERESITA	41.38
BANTILLO	DELMA	36.91
BARCELO	EMILY	24.99
BARUELA	RAFAELA	55.46
BASTO	ZENaida	38.09
BAUTISTA	CONSOLITA	50.14
BENITO	CEFERINA	80.76
BERNARDINO	EVA	44.65
BUTIC	TERESITA	44.05
CABANIT	ANASTACIA	43.87
CAO	FENG	95.54
CAO	YU MEI	91.10
CAPACITE	EMERITA	52.98
CARAIT	RUBY	25.69
CASTRO	ALICIA	33.88
CAVA	MARITA	51.75
CHAVEZ	EVANGELINE	47.10
CHEN	MEI JUN	92.40
CHEN	CAI YUN	94.21
CHEN	MEI LAN	84.00
CHEN	QUAN FENG	85.90
CHEN	DONG	88.21
HAN	ZHONG QING	85.89
HERNANDEZ	WENDELIN	32.72
HIBI	MARCIANITA	61.16

LAST NAME	FIRST NAME	EFFICIENCY
CHEN	LI QING	79.36
CHEN	LING	90.15
CHEN	CHUN XIA	93.39
CHEN	JUAN	95.21
CHEN	YU MEI	96.38
CHEN	SHUI YING	98.28
CONCEPCION	ANDREA	34.32
CONSUL	NOEME	58.85
CONTEMPLACION	NELIDA	41.38
CORREA	HAIDE	47.87
CRUZ	AGNES	42.96
CRUZ	HELEN	54.29
DELA CRUZ	MA. ROSARIO	33.61
DELA VEGA	ROSANNA	84.78
DELOS SANTOS	ELENA	52.02
DOMINE	CORAZON	43.76
DOWAI	ROSITA	68.26
DUGAY	NOMIELAIDA	25.69
ESPELARGA	JEFFREY	22.16
FAJARDA	AMELITA	28.95
FALCON	JOSEPHINE	61.59
FAMI	TESSIE	69.87
FAN	XIA CHI	84.01
FAN	WEI QIN	83.54
FANG	ZHU LIAN	85.29
FANG	FANG YING	81.16
FENG	YUE ZHONG	100.49
FU	XIAO HUA	86.08
FU	YAN FENG	90.62
GADIANE	MARILYN	52.20
GALANG	JOCELYN	31.31
GAMBOA	MARIA GENIA	30.78
GAO	JIAN GANG	88.90
GASES	NENITA	41.79
GE	ZHI YAN	83.76
GELERA	EIREEN	45.90
GEORGE	LILIA	30.78
GONZALES	ELENITA	65.49
GONZALES	GUADALUPE	38.09
GONZALES	ELISA	30.78
GUO	MEI FANG	94.09
HAN	JU MEI	82.79
LU	SHAO HUA	89.45
LU	YING QUN	95.50
LUO	CUI HONG	88.10

LAST NAME	FIRST NAME	EFFICIENCY
HOU	ZHI CUI	87.54
HU	GUO JING	95.33
HU	CUI RONG	88.38
HUANG	MEI JUAN	88.45
HUANG	XIU FENG	87.84
IBIA	TESSIE	67.30
INDICO	GRACE	57.56
INOPIQUEZ	ROSALINDA	27.38
JARDINEZ	NENITA	66.09
JI	JU	85.78
JI	BIN	88.73
JIANG	YA JU	92.29
JIANG	HONG YUN	96.85
JIANG	HAI YING	98.32
JIN	HONG	80.64
KAN	HAI YING	85.59
LADIA	VICTORIA	38.09
LEJANO	ANGELA	33.65
LI	MEI JIAO	88.08
LI	WEI HONG	72.18
LI	FENG YING	85.40
LI	XIA LI	90.38
LI	PING	91.20
LI	WEN BO	92.56
LIAO	XIAO FEN	94.34
LIN	KAI MEI	84.21
LIN	XING ZAN	101.77
LIN	RU YU	88.72
LIU	JIAN FEN	56.98
LIU	DAN	84.88
LIU	QING LIN	95.68
LIU	SHU HUA	82.60
LIU	HAI HUA	85.84
LOPEZ	JERICO	59.31
LORENZO	MA. NIEVA	68.06
LOZANO	NELIA	40.07
LU	XIAO QIN	85.87
LU	XIAO HUA	85.91
LU	HUA YING	88.63
LU	LI LIN	85.74
LU	YUE YING	85.76
REN	QIAO ZAN	94.74
REYES	AMELIA	52.02
RINON	GERTRUDES	70.26
RIVERA	ANALIZA	60.76
RONG	LI JUAN	93.56
SAGUIPED	MELLANY	64.46

LAST NAME	FIRST NAME	EFFICIENCY
MA	WEI JUAN	97.96
MACLANG	MARIDETH	53.24
MAGALONG	JOSEPHINE	52.98
MAGNAYE	MA. BEATRIZ	52.02
MANZANILLA	EDELITA	41.81
MAO	CAI HONG	87.78
MATEO	MARLA	38.13
MENDEZ	MERLE	65.55
MENDEZ	CIELA	61.69
MENDOZA	BELINDA	52.23
MENG	QING JUAN	88.35
MIRANDA	AMALIA	34.78
MOLINA	ELIZABETH	44.60
MONSALUD	EVA	51.98
MORA	MARIETA	61.42
NABOR	CELESTINA	44.14
NAVARRETE	GRACE	56.39
NAVARRO	REMY	57.11
NAVIDA	MARICHU	38.09
NGESKEBEI	HERLY MARIE	65.24
NIMO	EULALIA	52.67
NIPAYA	LEONILA	34.75
NISPEROS	JENITA	52.63
NUEVA	MARITES	25.69
OLERMO	RUBY	52.55
PANGAN	MARITA	47.52
PANGELINAN	TERESITA	30.78
PASCUA	DYNA	41.79
PASCUAL	MYRNA	52.98
PELEGRINO	ADORACION	52.03
PENA	ERNESTO JR.	
PERFECTO	CHARITO	33.65
POMAREJOS	GLORIA	31.08
QIAO	YING	93.56
QIN	GUANG MEI	85.02
QIN	YUN YAN	95.51
QIN	WU MEI	95.90
QUIPOT	MERCIA	36.89
RAO	ZHI KUN	85.27
RELEVANTE	ADORA MAE	34.17
REN	WEI FEN	91.24
WU	YAN	86.41
WU	HAI JUAN	84.56
WU	LI LAN	95.26
XIA	JIE	87.86
XIE	JU ZHEN	81.84
XU	HAI YAN	85.22



LAST NAME	FIRST NAME	EFFICIENCY
SALVADOR	JANNA	52.98
SAPIANDANTE	MILA	33.61
SHA	JIN MEI	89.16
SHAO	JIAN LAN	85.64
SHEN	JIAN XIU	89.14
SHEN	HONG BO	91.26
SHI	HAI QIN	86.24
SHU	WEN XIU	85.26
SORIANO	MARIETTA	34.78
SU	MEI JUAN	85.77
SUN	XUE YING	85.05
SUN	PING	82.56
SUN	LU HUA	96.16
TABLICO	CORALINA	87.49
TANG	XIAO QING	85.59
TAPIADOR	TERESA	35.87
TEBERIO	JESSICA	53.85
TOBIAS	JOCELYN	41.81
TU	YING	87.69
TURLA	GERLIE	58.91
VALDEZ	ALMAIRA	69.87
VALDOZ	SHEROWIN	44.41
VELARDE	LILIA	30.78
VILLANUEVA	MARIBEL	47.87
WANG	YIN HUAN	83.76
WANG	E LI	90.88
WANG	XI LAN	94.11
WANG	JIAN FEN	95.21
WANG	CHANG LAN	99.66
WANG	WEI ZHU	82.65
WANG	DE LAN	96.72
WANG	YOU QIAO	87.65
WANG	WEI XIAN	90.85
WANG	XIN YAN	91.82
WANG	JIN YAN	100.40
WENG	XUE FEN	85.62
WU	YAN FANG	87.59
WU	XIAO MEI	91.05
ZHOU	XI MEI	91.64
ZHU	BAO MEI	86.81
ZHU	HAI YAN	87.43
ZHU	SU FANG	88.14
ZHU	LI MEI	96.81
ZHU	GUI LIAN	88.45
ZHU	RONG HUA	90.39
ZHU	LI JIAO	92.57
ZHUO	RONG	95.67

LAST NAME	FIRST NAME	EFFICIENCY
XU	LIN FEI	88.84
XU	NAN NAN	92.11
XU	CHUN MEI	99.54
XU	FENG YING	92.10
YANG	YU HAI	71.48
YANG	RONG ZHENG	92.78
YANG	LIAN DI	82.95
YANG	JIN LI	96.39
YANG	XIU XIA	101.49
YE	XIAO YAN	102.16
YE	XIA HUA	67.84
YIN	LI LI	95.68
YSMAEL	JOSEFINA	57.52
YU	JIAN HONG	101.85
YU	ZHENG QIN	89.19
YU	SHU XIA	92.11
YU	WEI MING	93.43
YU	GUI KAI	95.76
YU	YA QUN	85.58
YU	HAI LING	90.79
YU	XIA	100.52
ZENG	DE JUAN	99.03
ZHANG	CAI XIANG	88.24
ZHANG	QI FANG	90.66
ZHANG	SHU RONG	98.78
ZHANG	YA HONG	85.59
ZHANG	XIAO LI	86.45
ZHANG	MEI XIANG	92.11
ZHANG	CAI JUAN	83.76
ZHANG	FENG YING	86.61
ZHANG	LI	92.09
ZHANG	LI	96.78
ZHANG	XIU FANG	89.40
ZHANG	XIAO LI	92.20
ZHENG	ZI XIAN	81.00
ZHENG	CUI LAN	88.46
ZHENG	XIAO YAN	86.01
ZHOU	YUE SONG	88.45



**L&T**  
Group of  
Companies, Inc.

May 12, 2004

Ms. Joanna Abellanos  
Saipan, MP 96950

Dear Ms. Abellanos:


**SUBJECT: NOTICE OF TERMINATION**

It is with much regret that we inform you that your employment with the company is hereby terminated effective 10 days from receipt of this notice due to the on-going re-engineering and reduction in force due to economic necessity.

Please turn over any and all company properties in your possession including but not limited to reports and other documents to the undersigned and/or her designee on or before May 13, 2004

Should you have any questions about this notice, please feel free to discuss the same with the undersigned.

Sincerely,

  
**MA. LUISA DELA-CRUZ ERNEST**  
*Human Resources Manager*

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